## UNITED STATES BANKRUPTCY COURT

## DISTRICT OF OREGON

In re	Case No. 13-64561-fra11
C & K Market, Inc.,	DEBTOR'S NOTICE OF INTENT TO SELL PROPERTY FREE AND CLEAR OF LIENS
Debtor.	

NOTICE IS GIVEN that C & K Market, Inc. ("Debtor") has contemporaneously filed a Motion to Sell Property Free and Clear of All Liens, Claims and Encumbrances (the "Motion") and intends to sell certain equipment and inventory (the "Property") identified in the Motion and Agreement attached hereto as **Exhibit 1**.

YOU ARE NOTIFIED that unless you file an objection to the proposed action no later than 21 days after the service date and set forth the specific grounds for the objection and your relation to the case, with the Clerk of Court at 405 E. 8th Ave., #2600, Eugene, OR 97401and serve it on Debtor's counsel, Ava Schoen, Tonkon Torp LLP, 888 SW Fifth Ave., #1600, Portland, OR 97204, the undersigned will proceed to take the proposed action, or apply for an order if required, without further notice or a hearing. If an objection to the proposed action is filed, the hearing will take place on March 5, 2014 at 11:00 a.m. in Courtroom No. 6 of the U.S. Bankruptcy Court located at 405 E. 8th Ave., #2600, Eugene, OR 97401.

The information pertaining to the sale is as follows:

- 1. Debtor relies on 11 U.S.C. § 363(f)(2) on the grounds that U.S. Bank, National Association ("U.S. Bank") consents to the sale.
- 2. The Property will be sold by Debtor to SMJ, LLC ("SMJ") by private sale. SMJ is not an insider of Debtor and Debtor has no prior relationship with SMJ.
  - 3. The Property consists of certain equipment and inventory set forth in **Exhibit 1**.
- 4. Additional information about the Property may be obtained by contacting Matthew Morris at The Food Partners at 202-589-0430 or msmorris@thefoodpartners.com.
- 5. The terms and condition of sale are a private sale for a total maximum purchase price of \$230,000 to close by March 15, 2014. The proceeds of the sale will go to pay down Debtor's obligations to U.S. Bank.
  - 6. The sale is not of substantially all of the Debtor's assets.
- 7. Competing bids for the Property must be submitted to counsel for Debtor, Ava Schoen, Tonkon Torp LLP, 888 SW Fifth Ave., #1600, Portland, OR 97204 within five business days of the date of this Notice of Intent is served and must exceed the above offer by at least \$20,000 and be on the same or more favorable terms to the estate.
- 8. The estate does not have any equity in the property. The secured lender, U.S. Bank, holding an interest in the Property has consented to the sale.
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9. The reason for proposing the sale in advance of confirmation of a plan of reorganization is that the estate will benefit (i) by ridding Debtor of assets it does not need to operate and (ii) by paying down Debtor's obligations to U.S. Bank.

DATED this 5th day of February, 2014.

# TONKON TORP LLP

By /s/ Ava L. Schoen

Albert N. Kennedy, OSB No. 821429 Timothy J. Conway, OSB No. 851752 Michael W. Fletcher, OSB No. 010448 Ava L. Schoen, OSB No. 044072 Attorneys for Debtor

I hereby certify that I served copies of the above Notice on the parties indicated as "ECF" on the attached List of Interested Parties by electronic means through the Court's Case Management/Electronic Case File system on the date set forth below. In addition, I caused Kurtzman Carson Consultants LLC ("KCC") to serve the foregoing on February 5, 2014,on the parties indicated as "Non-ECF" on the attached List of Interested Parties by mailing a copy thereof in a sealed, first-class postage prepaid envelope, addressed to each party's last-known address and depositing in the U.S. mail on the date set forth below.

I further certify that on February 5, 2014, a copy of this document was served by KCC, pursuant to FRBP 7004, on the debtor, trustee, if any, U.S. Trustee, each named lien holder, Creditors' Committee Chairperson, if any, and their respective attorneys; and that a copy was also served that date, pursuant to FRBP 2002(a), on all creditors and parties requesting special notice as listed in the Court's records that were obtained on February 3, 2014.

DATED this 5th day of February, 2014.

TONKON TORP LLP

By /s/ Ava L. Schoen

Albert N. Kennedy, OSB No. 821429 Timothy J. Conway, OSB No. 851752 Michael W. Fletcher, OSB No. 010448 Ava L. Schoen, OSB No. 044072 Attorneys for Debtor

# EXHIBIT 1

# AGREEMENT FOR PURCHASE OF BUSINESS ASSETS

# AGREEMENT FOR PURCHASE OF BUSINESS ASSETS

BETWEEN

C & K Market, Inc.

(Seller)

an Oregon corporation

AND:

SMJ, LLC

an Oregon limited liability company

(Buyer)

**EFFECTIVE** 

DATE:

The latest date this agreement is signed by all parties.

# RECITALS

- A. Seller operates a supermarket business known as "Ray's Food Place" (Business), located at 112 West Main Street, Willamina, Oregon 97396 (Business Premises).
- **B.** Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, certain assets of the Business on the terms and conditions set forth in this agreement.
- C. Seller's assets of the Business which are the subject of this agreement are as follows (collectively, Assets):
- 1. The furniture, fixtures, telephone numbers, and equipment described on attached Exhibit A (Equipment).
- 2. The inventory of merchandise and stock in trade of the Business (Inventory); provided, however, that Inventory shall exclude private label merchandise, videos, and any merchandise that is damaged, that is within seven days of its expiration or "pull date", or that the parties have agreed upon inspection is nonsaleable (Excluded Inventory).

# **AGREEMENT**

- 1. <u>Purchase and Sale</u>. Seller agrees to sell the Assets to Buyer, and Buyer agrees to purchase the Assets from Seller, for the prices and upon the terms and conditions that follow.
- 2. Excluded Property. Any property or assets that are not included in the description of Assets in Recital C and are not set forth on attached Exhibit A shall be excluded from the sale and purchase under this agreement, including, without limitation, the names "C&K Market" and "Ray's Food Place", receivables, lottery tickets, Excluded Inventory cash, and contracts. At or before Closing (defined in paragraph 6), Seller shall remove from the Business Premises all tangible excluded property.
- 3. <u>No Liability Assumed</u>. Seller shall be responsible for all costs, expenses, obligations, and liabilities of the Business through the Closing. Buyer will not assume any obligations or

liabilities of Seller in connection with the transaction contemplated by this agreement (Transaction).

- 4. <u>Purchase Price and Payment</u>. The purchase prices for the Assets are as follows (collectively, the Purchase Price):
- 4.1. The purchase price for the Equipment is \$100,000.00, which Buyer shall pay to Seller in full at Closing.
- 4.2. The purchase price for the Inventory, which Buyer shall pay to Seller in full at Closing, shall be determined by an inventory taken after the close of business on the day before the Closing Date (defined in paragraph 6) by an inventory service hired by Buyer at Buyer's expense and reasonably acceptable to Seller. The purchase price for the Inventory shall be an amount equal to 65% of the retail price of the Inventory, but shall in no event exceed One Hundred Thirty Thousand Dollars (\$130,000.00). For the avoidance of doubt, the Inventory to be purchased by Buyer under this agreement shall not include the Excluded Inventory.
- 5. <u>Deposit</u>. Concurrently with the execution and delivery of this Agreement, Buyer has paid \$25,000 into an escrow account with the escrow agent as a deposit (Deposit). If the Closing occurs, then the Deposit shall be applied to the Purchase Price. If this agreement is terminated and any contingency described in Section 9 has not been satisfied or waived at the time of such termination, then the Deposit shall be refunded to Buyer. If this agreement is terminated and the contingencies described in Section 9 of this agreement have been satisfied or waived at the time of such termination, then the Deposit shall be paid to Seller as liquidated damages.
- 6. <u>Closing</u>. The closing (Closing) of the Transaction shall take place at the offices of a title company mutually agreeable to the parties, which title company shall act as escrow agent for deposits, payments, documents and Closing. The Closing shall take place on the second business day after the contingencies described in Section 9 below have been satisfied or waived, but in any event not later than March 15, 2014 (Outside Closing Date). The date on which Closing occurs is referred to in this agreement as the Closing Date. For purposes of this agreement, the Closing will be deemed to have occurred effective as of 12:01 a.m. on the Closing Date.
- 7. <u>Closing Matters</u>. At Closing, Seller shall execute and deliver to the escrow agent a bill of sale for the Assets, with covenants of title, free and clear of all liens and encumbrances and the rights and interests of others, in form and substance reasonably acceptable to Buyer, transferring the Equipment and Inventory to Buyer. At Closing, Buyer shall deliver to the escrow agent its payment in the amount of the Purchase Price, less the Deposit. There shall be no prorates at Closing. Escrow fees shall be shared equally between Buyer and Seller.

# 8. <u>Due Diligence Investigation.</u>

8.1. Buyer shall have until 5:00 p.m. PDT on that date which is twenty (20) days after the Effective Date, but in no event later than February 15, 2014 (the Feasibility Due Date) to complete, at Buyer's sole cost and expense, a due diligence investigation of the Business and the Assets.

- 8.2. Between the Effective Date and the Feasibility Due Date, Buyer may conduct such studies, investigations, and work as Buyer, in Buyer's reasonable discretion and at Buyer's cost, deems appropriate and necessary in connection with such due diligence investigation. Upon twenty-four (24) hours notice to, and in coordination with, Seller, Buyer shall be allowed access to the Business Premises to inspect the Equipment and the Inventory, which inspections Buyer will conduct at such times and in such a manner to minimize any disruption to the Business
- 8.3. Buyer may, by delivering written notice to Seller by 5:00 p.m. PDT on the Feasibility Due Date, terminate this agreement if the results of its due diligence investigation are not satisfactory to Buyer in its reasonable discretion. If Buyer does not deliver such written notice to Seller by 5:00 p.m. PDT on the Feasibility Due Date, then the results of Buyer's due diligence investigation shall be deemed to be satisfactory to Buyer and Buyer shall have no right to terminate this agreement pursuant to this Section 8.3.
- 9. <u>Contingencies.</u> Buyer's obligation to close the Transactions is subject to the satisfaction or waiver by Buyer of each of the following conditions precedent:
- 9.1. Buyer shall have not exercised its right to terminate this agreement by 5:00 p.m. PDT on the Feasibility Due Date pursuant to Section 8.3.
- 9.2. Seller shall have provided to Buyer proof of U.S. Bankruptcy Court approval of this agreement and the Transaction.
- 9.3. Seller shall have provide to Buyer, within five (5) days after the Effective Date: (i) documents pertaining to any employment benefits provided to employees of the Business; and (ii) a copy of Seller's Employee Handbook.
- 9.4. Buyer shall have obtained all necessary licenses and permits for the operation of the Business, including, without limitation, an OLCC license, WIC license, Food Stamps license, and Oregon Lottery license.
- 9.5. Seller shall have executed a non-compete agreement, in form and substance mutually acceptable to the parties, prohibiting Seller from competing with the Business within a ten (10) mile radius of the Business Premises for a three (3) year period following the Closing Date.
- 9.6. Seller shall have paid or made arrangements for the payment of any "transfer fee" or other amounts (if any) payable to any vendor or supplier of the Business under any agreement to which Seller is a party to the extent such fee or other amounts result from the consumnation of the Transaction.

Buyer will use reasonable efforts to fulfill all the conditions to Buyer's obligations under this agreement, and shall do all acts and things as may be reasonably required to carry out Buyer's obligations and to consummate the Transaction.

- 10. <u>Notification to Utility Companies</u>. Buyer and Seller shall promptly notify all utility companies servicing the Business Premises of the impending sale and the Closing Date and request that those companies deliver to Seller by the Closing Date the final bill as of the Closing Date. Deposits on account with any utility company servicing the Business Premises shall be recoverable by Seller from the utility companies and Buyer shall post Buyer's own deposits with the applicable utility companies.
- 11. Operation of Business Pending Closing. From the Effective Date through the Closing or the earlier termination of this agreement pursuant to Section 18, Seller agrees to continue to operate the Business in conformance with applicable laws, ordinances, rules, and regulations. Nothwithstanding anything in this agreement to the contrary, during such period Seller may dispose of the Inventory and the Excluded Inventory from time to time in Seller's discretion.
- Employees Matters. Seller shall promptly deliver to Buyer a list of the names of all employees of the Business, together with payroll information requested by Buyer. Prior to Closing, Seller will not increase the rate of compensation of any employee or effect any changes in management, personnel policies, or benefits except in accordance with existing employment practices. Following execution of this agreement, Seller shall allow Buyer to use Seller's offices for the purpose of conducting interviews with Seller's employees. At Closing, Seller will terminate all of its employees and pay each employee all wages earned, including overtime, commissions and bonuses, and all vacation pay accrued, to the time of termination. Buyer shall have no obligation for any employee compensation, benefits, or claims arising during the time Seller owned the business, and Seller shall have no obligation for any employee compensation, benefits, or claims arising from or after the Closing.
- 13. <u>Seller's Representations and Warranties</u>. In consideration of Buyer entering into this agreement, and as an inducement to Buyer to purchase the Assets, Seller makes the following covenants, representations and warranties to Buyer, each of which is material and is being relied upon by Buyer:
- 13.1. Seller is the sole owner of the Assets and has the right to sell the same to Buyer and all of the Assets will be free and clear of any and all claims, liens and encumbrances.
- 13.2. Seller has not entered into any other agreement to sell or grant any option to purchase the Assets or any part thereof.
- 13.3. To Seller's knowledge, there is no pending or threatened judicial, federal, municipal, or administrative proceeding with respect to, or in any manner affecting, the Assets or any portion thereof.
- 13.4. There are no commitments to or agreements with any federal, state, or local governmental authority or agency affecting the Assets.
- 13.5. Seller has obtained, or will obtain prior to closing, all consents, approvals, and authorizations from any person, court, trustee, or other entity, including, without limitation, the

United States Bankruptcy Court, required to be obtained by Seller with respect to Seller's performance of its obligations under this agreement and Seller's consummation of the Transaction. Neither the execution and delivery of this agreement by Seller, nor Seller's performance hereof, are restricted by or violate any contractual or other obligation of Seller, including, without limitation, any restriction or obligation imposed by the United States Bankruptcy Court.

- 13.6. Seller has not received any notice of any unsafe or other condition that presents a material risk of injury to persons or loss of or damage to property affecting or concerning the Assets or any portion thereof.
- 13.7. Seller has not received written notice from any governmental authority that the Business Premises or the Equipment is now in violation of any governmental orders, regulations, statutes, or ordinances dealing with the construction, operation, health, safety and/or maintenance of same, except ordinary construction notices delivered by applicable governmental authorities to Seller during construction of improvements of the Business Premises. Seller has not received any written notice of any pending or contemplated condemnation actions with respect to the Business Premises. Seller has not received any written notice of any litigation, action or proceeding or a present or contemplated plan or study by any governmental authority or agency, which in any way challenges or affects or would challenge or affect the use and operation of the Business Premises or the present size, use, alignment, or location of any street, highway, sewer, or other utility facility serving or adjacent to the Business Premises or the taxes or assessments relating thereto.
- 13.8. Seller has not caused the Business Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, or process Hazardous Substances (defined below) except as is customary in the operation of a grocery store and have not knowingly caused or knowingly permitted the release of any Hazardous Substance on the Business Premises above applicable clean-up standards or in violation of Environmental Laws. Seller further warrants that they have no actual knowledge of any release of any Hazardous Substances on the Business Premises above applicable clean-up standards or in violation of Environmental Laws. For purposes of this agreement, the term "Hazardous Substances" means any radioactive materials, radon or radon gas, polychlorinated biphenyls, petroleum products, asbestos or asbestos-containing building materials, hazardous waste, hazardous or toxic substances defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC §§ 9601, et seq.), the Resource Conservation and Recovery Act, as amended (42 USC §§ 6901, et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or to any other federal, state, or local governmental law, ordinance, rule or regulation (Environmental Law). Seller further represents and warrants that, to Seller's knowledge: (1) Seller is in compliance in all material respects with all existing Environmental Laws regarding Hazardous Substances; (2) any Hazardous Substances that have been found on the Business Premises during Seller's occupancy of the Business Premises have been handled in all material respects in accordance with all Environmental Laws; (3) Seller is not subject of any environmental enforcement action by any governmental authority; (4) Seller has not received written inquiry or notice of any such action; (5) Seller has not transferred any Hazardous Substance from the Business Premises to another location that is not in compliance in

all material respects with Environmental Laws; (6) to Seller's knowledge, no other person has transferred any Hazardous Substances from the Business Premises to another location that is not in compliance in all material respects with applicable Environmental Laws; and (7) to Seller's knowledge, no governmental agency has expended any money in environmental cleanup activities related to or on the Business Premises.

For purposes of this agreement, the term "knowledge," "known" and similar terms and phrases means, with respect to Seller, the actual knowledge of Seller. Seller's representations and warranties contained here shall be true and correct on the Closing Date with the same force and effect as if remade by Seller in a separate certificate on the Closing Date.

- 14. <u>Buyer's Representations and Warranties</u>. In consideration of Seller entering into this agreement, and as an inducement to Seller to sell the Assets to Buyer, Buyer makes the following covenants, representations, and warranties to Seller, each of which is material and being relied upon by Seller, and the continued truth and accuracy of which shall constitute a condition precedent to Sellers' obligation to consummate the transactions contemplated by this agreement:
- 14.1. Buyer has the legal power, right and authority to enter into this agreement and the instruments referred to in this agreement, and to consummate the Transaction.
- 14.2. Buyer has obtained, or will obtain prior to Closing, all consents, approvals, and authorizations from any person required on behalf of Buyer with respect to Buyer's performance of this agreement and the consummation of the Transaction. Neither the execution and delivery of this agreement by Buyer, nor Buyer's performance hereof, are restricted by or violate any material contractual or other obligation of Buyer.
- 14.3. This agreement and all documents required by this agreement to be executed by Buyer are and shall be valid, legally binding obligations of Buyer enforceable against Buyer in accordance with their terms.
- 14.4. Buyer has sufficient immediately available funds to pay at the Closing, in cash, the Purchase Price (less the Deposit) and any other amounts payable by Buyer pursuant to this agreement.
- 15. Buyer's Acceptance. Except as expressly stated in this agreement, Buyer acknowledges and agrees that (a) the Assets are being sold to Buyer by Seller on an "AS IS, WHERE IS, AND WITH ALL FAULTS BASIS," AND (b) SELLER HAS NOT MADE OR GIVEN, AND SHALL NOT BE DEEMED TO HAVE MADE OR GIVEN, AND SELLER HEREBY EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE ASSETS, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO INCOME TO BE DERIVED OR EXPENSES INCURRED IN CONNECTION WITH THE BUSINESS OR THE ASSETS, THE VALUE, QUALITY, DURABILITY, COMPLIANCE WITH SPECIFICATIONS, CONDITION, DESIGN, OPERATION, MERCHANTABILITY, FITNESS OR SUITABILITY OF THE ASSETS OR ANY PORTION THEREOF FOR ANY PARTICULAR USE OR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED.

16. <u>Risk of Loss</u>. Prior to Closing, the risk of loss of the Assets shall be retained by Seller. Seller shall keep the Assets fully insured until Closing. Upon Closing, risk of loss shall be deemed to have transferred to Buyer effective as of 12:01 a.m. PDT on the Closing Date.

# 17. Brokers.

- 17.1. Any fee payable to any broker, intermediary, finder or other third party hired or engaged by Seller in connection with the transactions contemplated in this Agreement shall be the sole and exclusive responsibility of Seller.
- 17.2. Any fee payable to any broker, intermediary, finder or other third party hired or engaged by Buyer in connection with the transactions contemplated in this Agreement shall be the sole and exclusive responsibility of Buyer.
- 18. <u>Termination</u>. This agreement may be terminated at any time before Closing:
  - 18.1. By mutual written consent of the parties;
  - 18.2. By Buyer pursuant to Section 8.3; and
- 18.3. By either Buyer or Seller if Closing has not occurred on or before the Outside Closing Date for any reason unrelated to the breach of any provision in this agreement by the terminating party.

# 19. Indemnification.

- 19.1. Seller agrees to indemnify, defend and hold Buyer harmless from and against any liability of Seller relating to Seller's operation of the Business at the Business Premises before Closing.
- 19.2. Buyer agrees to indemnify, defend and hold harmless Seller, including its affiliates, directors, officers, employees and agents from and against (a) any liability relating to Buyer's operation of the Business at the Business Premises from and after Closing and (b) any claims arising or resulting from a material breach of any representation, warranty or covenant of Buyer under this agreement.
- 19.3. In no event will Seller's liability to Buyer under this Agreement exceed the Purchase Price that Seller received from Buyer for the Assets.
- 20. Notice. All notices required by this agreement shall be in writing addressed to the party to whom the notice is directed at the address or facsimile number of that party set forth below the signatures on this agreement and shall be deemed to have been given for all purposes upon (a) receipt when personally delivered; (b) one day after being sent, when sent by recognized overnight courier service; (c) two days after deposit in United States mail, postage prepaid, registered or certified mail; or (d) on the date transmitted by facsimile (with electronic

confirmation of delivery). Any party may designate a different mailing address or facsimile number or a different person for all future notices by notice given in accordance with this paragraph.

- 21. Attorney Fees. In any dispute involving the interpretation or enforcement of this agreement (whether or not such issues relate to the terms of this agreement), the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees, paralegal fees, costs, disbursements, and other expenses incurred by the prevailing party in the dispute, including, without limitation, those arising before and at any trial, arbitration, or other proceeding, and in any appeal or review thereof. In addition, the amount recoverable by the prevailing party shall include an amount estimated as the fees, costs, disbursements, and other expenses that will be reasonably incurred in collecting a monetary judgment or award, or otherwise enforcing any order, judgment, award, or decree entered in the proceeding.
- 22. <u>Modification</u>. No modification of this agreement shall be valid unless it is in writing and is signed by all of the parties.
- 23. <u>Integration</u>. This agreement is the entire agreement of the parties with respect to its subject matter. There are no promises, terms, conditions, or obligations other than those contained in this agreement. This agreement shall supersede all prior communications, representations, and agreements, oral or written, of the parties.
- **24.** <u>Interpretation</u>. The paragraph headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the paragraphs themselves. This agreement shall not be construed against the drafting party.
- 25. <u>Severability</u>. The invalidity of any term or provision of this agreement shall not affect the validity of any other provision. Any term or provision held invalid only in part or degree will remain in full force and effect to the extent not held invalid.
- 26. <u>Waiver</u>. Waiver by any party of strict performance of any provision of this agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.
- 27. <u>Binding Effect</u>. This agreement shall be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties.
- **28.** Governing Law. This agreement shall be interpreted and enforced according to the laws of the state of Oregon, without regard to its conflict of laws principles.
- 29. <u>Counterparts</u>. This agreement may be executed in multiple counterparts, each of which shall constitute one agreement, even though all parties do not sign the same counterpart.
- 30. Exhibits. All exhibits referred to in this agreement are incorporated by reference.

[Signature page follows]

Seller

C & K Market, Inc.

By \_

Edward Hostmann, Chief Restructuring Officer

Address: 615 5<sup>th</sup> Street Brookings, OR 97415

Date: [1-30], 2014

Buyer

SMJ, LLC

Ву\_

Birpal Johal, Member

Address: 135 S. Bridge Street

Sheridan, OR 97378

Date: [1-29], 2014

# **EXHIBIT A**

Assets

034518/00017/5231584v2

# DEPRECIATION SCHEDULE - MANAGERS STATEMENT

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C ASSET DATE ACQ	DESCRIPTION  12' HUSSMANN 5 DECK BEER CA WALL METRO SHELVES BAK/DEL COPELAND CONDENSING UNIT HHP DOLPHIN 9550 (DSD GUN) HHP DOLPHIN 9550 (DSD GUN) HONEYWELL DOLPHIN HOMEBASE HONEYWELL DOLPHIN HOMEBASE NEW DIGI BAKERY PRINTER NEW DIGI SCALE/PRINTER NEW DIGI SCALE/PRINTER NEW DIGI SCALE/PRINTER NEW DIGI PRE-PK SCALEW/2PRN NEW HT SEAL HAND WRAP STATI LEXMARK E360 PRINTER CHAMARK EASYSHARE DIGITAL CAM CANON D420 LASER COPIER LAMINATOR SHARP CALCULATOR SHORETEL PHONE SYSTEM WINHOLT ALL PURPOSE STOCK C ELECTRIC RANGE GROCERY SHELVING 18X4 METRO SHELF UNIT 18X4 METRO SHELF UNI	SERIAL NBR LIFE	COST	RECAP NET	PRIOR	12/2013	ACCUM
31913 10/28/2005	12' HUSSMANN 5 DECK BEER CA	A320-683318.0	5,052.00	5,052.00	2,011.47	257.28	2,268.75
31948 10/28/2005	WALL METRO SHELVES BAK/DEL	7.0	168.00	168.00	168.00	.00	168.00
38297 6/03/2008	COPELAND CONDENSING UNIT	07F213321120.0	1,524.45	1,524.45	349.34	69.87	419.21
41641 2/05/2011	HHP DOLPHIN 9550 (DSD GUN)	3.0	939.71	939.71	600.37	287.14	887.51
41642 2/05/2011	HHP DOLPHIN 9550 (DSD GUN)	3.0	939.71	939.71	600.37	287.14	887.51
41643 2/05/2011	HONEYWELL DOLPHIN HOMEBASE	3.0	168.87	168.87	107.89	51.60	159.49
41644 2/05/2011	HONEYWELL DOLPHIN HOMEBASE	3.0	168.87	168.87	107.89	51.60	159.49
41645 2/02/2011	NEW DIGI BAKERY PRINTER	0991313212.0	2,542.03	2,542.03	406.02	194.19	600.21
41646 2/02/2011	NEW DIGI SCALE/PRINTER	1091242912.0	3,160.03	3,160.03	504.73	241.40	746.13
41647 2/02/2011	NEW DIGI SCALE/PRINTER	1091242412.0	3,160.03	3,160.03	504.73	241.40	746.13
41648 2/02/2011	NEW DIGI PRE-PK SCALEW/2PRN	0810823012.0	9,090.03	9,090.03	1,451.88	694.38	2,146.26
41649 2/02/2011	NEW HT SEAL HAND WRAP STATI	12.0	1,942.04	1,942.04	310.19	148.35	458.54
41650 2/02/2011	LEXMARK E360 PRINTER	3.0	418.40	418.40	267.31	127.85	395.16
41651 2/02/2011	LEXMARK E360 PRINTER	3.0	418.40	418.40	267.31	127.85	395.16
41652 2/02/2011	LEXMARK T650 PRINTER/CARD	3.0	659.59	659.59	421.40	201.54	622.94
41653 2/02/2011	FLORAL RACK	12.0	239.99	239.99	38.33	18.33	56.66
41654 2/02/2011	KODAK EASYSHARE DIGITAL CAM	3.0	109.41	109.41	69.90	33.43	103.33
41655 2/02/2011	CANON D420 LASER COPIER	4.0	297.97	297.97	142.77	68.28	211.05
41656 2/02/2011	LAMINATOR	3.0	229.91	229.91	146.89	70.25	217.14
41657 2/02/2011	SHARP CALCULATOR	3.0	129.99	129.99	83.05	39.72	122.77
41658 2/02/2011	SHORETEL PHONE SYSTEM	12.0	2.540.00	2.540.00	405.70	194.03	599.73
41659 2/02/2011	WINHOLT ALL PURPOSE STOCK C	12.0	232.00	232.00	37.05	17.72	54.77
41660 2/02/2011	ELECTRIC RANGE	12.0	739.34	739.34	118.09	56.48	174.57
41661 2/02/2011	GROCERY SHELVING	12.0	3.000.00	3.000.00	479.17	229.17	708.34
41662 2/02/2011	18X4 METRO SHELF UNIT	7.0	50.00	50.00	13 69	6 55	20 24
41663 2/02/2011	18X4 METRO SHELF UNIT	7.0	50.00	50.00	13.69	6.55	20.24
41664 2/02/2011	18X4 METRO SHELF UNIT	7.0	50.00	50.00	13.69	6 55	20.21
41665 2/02/2011	18X4 METRO SHELF UNIT	7.0	50.00	50.00	13.69	6.55	20.24
41666 2/02/2011	18X4 METRO SHELF UNIT	7.0	50.00	50.00	13.69	6.55	20.24
41667 2/02/2011	18X4 METRO SHELF UNIT	7.0	50.00	50.00	13.69	6.55	20.24
41668 2/02/2011	18X4 METRO SHELF UNIT	7.0	50.00	50.00	13.69	6.55	20.24
41669 2/02/2011	18X4 METRO SHELF UNIT	7.0	50.00	50.00	13.69	6 55	20.21
41670 2/02/2011	30X6 STAINLESS TARLE-MEAT	12.0	150.00	150.00	23.05	11 46	35 42
41671 2/02/2011	30X6 POLYTOP TABLE-MEAT	12.0	150.00	150.00	23.96	11.46	35.42
41672 2/02/2011	30X8 POLYTOP TABLE-PRODUCE	12.0	150.00	150.00	23.96	11 46	35.42
41673 2/02/2011	30X8 POLYTOP TABLE PRODUCE	12.0	150.00	150.00	23.96	11 46	35.12
41674 2/02/2011	3 WELL SINK-DELT	12.0	900.00	900.00	143 75	68 75	212 50
41675 2/02/2011	CANDY DISPLAY BACK	3.0	150.00	150.00	95.83	45.83	141 66
41676 2/02/2011	3' BLACK WADTETY DACK	3.0	50.00	50.00	31 95	15.03	47 23
41677 2/02/2011	3' BLACK VARIETI RACK	3.0	50.00	50.00	31.95	15.20	47.23
41677 2/02/2011	MICDOWAVE OVEN-EDONE END	003065346mm 3 0	50.00	50.00	31.33	15.20	47.23
41070 2/02/2011 41670 2/02/2011	MICROWAVE OVEN-PRONI END	7MPD515279M 3 0	50.00	50.00	31.95	15.20	47.23
41680 2/02/2011	MICROWAVE OVEN-DELI	3 N	50.00	50.00	31.95	15.28	47.23
41681 2/02/2011	MICROWAVE COUNTER-FRONT END	3.U 3.N	50.00	50.00	31.95	15.20	47.23
41682 2/02/2011	DELT COUNTED	J.U 7 N	400 00	400 00	100 52	52.20	161 00
41602 2/02/2011	COPPER COUNTER	7.U 2.n	50.00	±00.00	21 05	J2.J0 15.20	101.30
4160A 2/02/2011	DDENUTC CADDDOADD DAIED	3.U 7621_1 7 0	1 900 00	1 900 00	31.93 102 OF	225 71	720 56
41605 2/02/2011	1_DOOD CAFF	7 A	500.00	500.00	126.00	233.71 65.40	20.30
41005 2/U2/2U11	1 DDAWED ELLE CYDINEM	7.0	75.00	300.00 75.00	130.31	03.40	202.33
41000 2/02/2011	4 DANIER FILE CARINET	7.0	75.00	75.00	40.53	9.84	30.33

7.0 1/02/2014 WILLAMINA 79 - 12/2013 Store Page: 1

7.0

7.0

12.0

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7.0

75.00

75.00

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750.00

75.00

75.00

75.00

50.00

50.00

750.00

20.53

20.53

11.98

13.69

13.69

205.35

41687 2/02/2011 4 DRAWER FILE CABINET

41688 2/02/2011 4 DRAWER FILE CABINET

41689 2/02/2011 4 DRAWER FILE CABINET

41691 2/02/2011 4 WHEELER GROCERY CART

41692 2/02/2011 CONDENSING UNIT-MEAT CASE

41690 2/02/2011 PRODUCE CART

9.82

9.82

5.73

6.55

6.55

98.21

30.35

30.35

17.71

20.24

20.24

303.56

DEPRECIATION SCHEDULE - MANAGERS STATEMENT Page:

| Page | SELECTDEPRDTL WILLAMINA 79 - 12/2013 Page: 2 343.75 718.75 878.47 41735 2/02/2011 TYLER 12' 3DK MEAT CASE 41736 2/02/2011 TYLER 8' 3DK DELI CASE W18198812.0 4,500.00 4,500.00 1,062.50 5,500.00 420.14 1,298.61 N40011612.0 5,500.00 41737 2/02/2011 NOLAN 2DR REACH-IN FREEZER 83359995 7.0 4,500.00 4,500.00 1,232.15 589.29 1,821.44 
 4,500.00
 1,232.15
 589.29

 2,500.00
 399.30
 190.97

 1,500.00
 410.72
 196.43

 750.00
 287.50
 137.50

 1,500.00
 410.72
 196.43

 850.00
 135.76
 64.93

 1,500.00
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 114.58

 750.00
 205.35
 98.21

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 98.21

 750.00
 205.35
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 41738 2/02/2011 TRUE 2DR WINER COOLER 590.27 1118372912.0 2,500.00 41739 2/02/2011 ROOF CONDENSING UNIT-10DR F 41740 2/02/2011 COPELAND COMPRESSOR 7 1/2HP 41741 2/02/2011 ROOD CONDENSING UNIT-15DR F 7.0 1,500.00 607.15

1/02/2014 WILLAMINA 79 - 12/2013 Store Page: 2

7.0 1,500.00

750.00

750.00

750.00

750.00

750.00

82H06019 5.0

7.0

96102462 7.0

00F75713 7.0

7.0

41742 2/02/2011 COPELAND COMPRESSOR 7 1/2HP 00L7664412.0 850.00 41743 2/02/2011 BOHN ROOF CONDENSING UNIT-D T06H0562012.0 1,500.00

41744 2/02/2011 CONDENSING UNIT-BEER CASE

41746 2/02/2011 CONDENSING UNIT-PRODUCE CAS

41745 2/02/2011 COPELAND COMPRESSOR

41747 2/02/2011 COPELAND COMPRESSOR

98.21

98.21

205.35 205.35 205.35

750.00

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# C & K MARKET, INC. DEPRECIATION SCHEDULE - MANAGERS STATEMENT

SELECTDEPRDTL WILLAMINA 79 - 12/2013 Page: 3 C ASSET DATE ACQ DESCRIPTION

1/02/2014 WILLAMINA 79 - 12/2013 Store Page: 3 C & K MARKET, INC.

Thursday, 2:35 PM DEPRECIATION SCHEDULE - MANAGERS STATEMENT

SELECTDEPRDTL		WILLAMINA 7	9 - 12/2013	Aldrida			Page: 4
C ASSET DATE ACQ		SERIAL NBR LIFE	COST	RECAP NET	PRIOR	12/2013	ACCUM
41952 4/01/2011	ACCESS POINT	3.0	102.25	102.25	59.64	31.24	90.88
41953 4/01/2011		3.0	102.25	102.25	59.64	31.24	90.88
41954 4/01/2011	ACER 17" MONITOR	3.0	155.97	155.97	90.98	47.66	138.64
41955 4/01/2011	ACER 17" MONITOR	3.0	155.97	155.97	90.98	47.66	138.64
41956 4/01/2011	THIN CLIENT STATION	3.0	162.50	162.50	94.80	49.66	144.46
41957 4/01/2011	THIN CLIENT STATION  3800 HAND SCANNER/CABLE  3800 HAND SCANNER/CABLE  3800 HAND SCANNER/CABLE  3800 HAND SCANNER/CABLE  OUTDOOR TRASH RECEPTICAL  OUTDOOR TRASH RECEPTICAL	3.0	162.50	162.50	94.80	49.66	144.46
41958 4/01/2011	3800 HAND SCANNER/CABLE	3.0	196.93	196.93	114.87	60.17	175.04
41959 4/01/2011	3800 HAND SCANNER/CABLE	3.0	196.93	196.93	114.87	60.17	175.04
41960 4/01/2011	3800 HAND SCANNER/CABLE	3.0	196.93	196.93	114.87	60.17	175.04
41961 4/01/2011	3800 HAND SCANNER/CABLE	3.0	196.93	196.93	114.87	60.17	175.04
41962 4/07/2011	OUTDOOR TRASH RECEPTICAL	12.0	166 29	466 29	68.00	35.62	103.62
41963 4/07/2011	OUTDOOR TRASH RECEPTICAL	12.0 12.0 12.0	466.28	466.28 1,862.75 662.44	68.00	35.62	103.62
41964 4/08/2011	(15) TECHNIBILT 2-TIER CART	12.0	1,862.75	1,862.75	271.65	142.29	413.94
41965 4/22/2011	NEW HOT CASE DOOR	12.0	662.44	662.44	96.60	50.60	147.20
41966 4/19/2011	USED ROOF EXHAUST FAN	12.0	500.00	500.00	72.92	38.20	111.12
41967 4/04/2011	24FT 5 DECK DAIRY CASES	12.0	11,876.69	11,876.69	1,732.01	907.24	2,639.25
	USED 3 FAN ROOF CONDENSER	12.0	2,462.42	500.00 11,876.69 2,462.42 799.23	359.10	188.10	547.20
	FILTER ENVELOPE/RINSE HOSE	12.0	799.23	799.23	116.55	61.05	177.60
	12 SHORETEL PHONE LICENSES	7.0	1,344.00 1,024.10 3,250.00 1,643.70 9,144.67	1,344.00	336.00	176.00	512.00
42006 5/31/2011	MX850 MGR PC	4.0	1,024.10	1.024.10	426.71	234.69	661.40
42147 8/01/2011	EXTREME LP SOFTWARE LICENSE	3.0	3,250.00	3,250.00	426.71 1,534.72	993.05	2,527.77
	NEW 5FAN ELEC DEFROST EVAP		1,643.70	1,643,70	194.05	125.57	319.62
	INSTALL 5FAN EVAP COIL	12.0 12.0	9.144.67	1,643.70 9,144.67	1.079.58	698.56	1,778.14
40264 11/20/2011	CONTOURT		546.53	546.53	159.40	125.24	284.64
42464 12/31/2011	MAGELLAN 9502 SCANNER/SCALE	4.0 5.0	918.57	546.53 918.57	199.02	168.40	367.42
42465 12/31/2011	MAGELLAN 9502 SCANNER SCALE	5.0	918.57	918.57	199.02	168.40	367.42
	MAGELLAN 9502 SCANNER SCALE	5.0	918.57 918.57	918.57	199.02	168.40	367.42
	MAGELLAN 9502 SCANNER SCALE	5.0	918.57	918.57	199.02	168.40	367.42
• •	15"DRY DOME SAMPLER UNIT	12.0	422.78	422.78	38.17	32.29	70.46
	USED 3HP COPELAND COMPRESSO		422.78 2,116.84 19,994.68	2,116.84	176.40	161.70	338.10
	NEW 10TON ROOFTOP HEAT PUMP		19,994.68	19.994.68	1,666.22	1,527.37	3,193.59
42812 5/30/2012			1,167.65	19,994.68 1,167.65	111.20	152.91	264.11
		FBAM A0751AV0212.0	3.078.41	3 078 41	171.02	235.15	406.17
	WYSE P20 ZERO CLIENT TERA 1	4.0	344 22	3,078.41 344.22 344.22	50.20	78.89	129.09
	WYSE P20 ZERO CLIENT TERA 1	4.0	344.22	344 22	50.20	78.89	129.09
	WYSE P20 ZERO CLIENT TERA 1	4.0	344.22	344.22			129.09
	WYSE P20 ZERO CLIENT TERA 1	4.0	344.22 344.22	344.22	50.20 50.20 131.61	78.89	129.09
43098 7/01/2012		7.0	1 842 50	1 842 50	131 61	241.28	372.89
43206 8/04/2012	10-2 TIER SHOPPING CARTS	12.0	992.08	1,842.50 992.08	34 45	75.78	110.23
43200 0/04/2012	10-2 TIER SHOPFING CARTS	14.0	332.00	332.00	31.13	1.	110.23
43930 10/24/2012	WYSE P20 ZERO CLIENT	4.0	369.99	369.99	23.12	84.79	107.91
	WYSE P20 ZERO CLIENT	4.0	369.99	369.99	23.12	84.79	107.91
• •	WYSE P20 ZERO CLIENT	4.0	369.99	369.99	23.12	84.79	107.91
· · · · · · · · · · · · · · · · · · ·		3.0			23.12 114.71	420.60	
	6 VMWARE LICENSES 2 PK WIRE HANDLE HAND BASKE	5.0 5.0	1,376.52 276.28	1,376.52 276.28	13.81		535.31 64.47
	LEASEHOLD IMPROVEMENTS 79		69,270.81	69,270.81	865.89	50.66 3 174 91	4,040.80
		20.0		•		3,174.91	4,040.80
44022 11/30/2012 A 44408 2/28/2013		12.0	4,954.22	4,954.22	68.81	378.45	
		3.0	685.59	685.59	.00	190.45	190.45
A 44707 6/05/2013		12.0	445.49	445.49	.00	18.57	18.57
	ISS45 ADD TO #41780 ACQ 2/1	5.0	24,410.05	24,410.05	.00	2,034.18	2,034.18
A 44766 7/18/2013	LED LIGHTING	12.0	5,667.90	5,667.90	.00	196.80	196.80

1/02/2014 WILLAMINA 79 - 12/2013 Store Page: 4

# LIST OF INTERESTED PARTIES

# In re C & K Market, Inc. U.S. Bankruptcy Court Case No. 13-64561-fra11

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